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DATE FILED: 11-14-16

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,
Plaintiff,

Case No. 1:15-CR-643 (PKC)

v.

GARY HIRST,
Defendant.
_______________________/

AGREEMENT TO FORFEIT PROPERTY

I, the undersigned, acknowledge pursuant to 18 U.S.C. § 3142(c)(1)(B)(xi) in consideration of the release of the defendant that I and my personal representatives jointly and severally agree to forfeit to the United States of America the following property:

The property located at 900 LAKEWORTH CIRCLE, LAKE MARY, FLORIDA, 32746 and more fully described as:

Lot 1: WATERSEDGE, according to the plat thereof as recorded in Plat Book 47, pages 26 THROUGH 30, INCLUSIVE, Public Records of SEMINOLE County, Florida.

There has been posted with the Court the following indicia of my/our ownership of the property:

Copy of Warranty Deed recorded June 28, 1998 in Seminole County, Florida, attached hereto as Exhibit A.

I further declare under penalty of perjury that I am the sole owner of the property described above and that the property described above is not subject to any lien, encumbrance, or claim of right or ownership except my own and that imposed by this agreement and that I will not alienate, encumber, or otherwise willfully impair the value of my interest in the property.

I further consent that a lis pendens can and shall be filed by the United States of America related to this agreement and the above-described property.

The conditions of this agreement are that the defendant, GARY T. HIRST, is to appear before this court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of defendant's release as may be ordered or notified by this court or any other United States Court to which the defendant may be held to answer or the cause transferred. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment.

It is agreed and understood that this is a continuing agreement (including any proceedings on appeal or review) which shall continue until such time as the undersigned are exonerated.

If the defendant appears as ordered or notified and otherwise obeys and performs the foregoing conditions of this agreement, then this agreement is to be void, but if the defendant fails to obey or perform any of these conditions, the property described in this agreement shall immediately be forfeited to the United States. Forfeiture under this agreement for any breach of its conditions may be declared by any United States district court having cognizance of the above entitled matter at the time of such breach, and if the property is forfeited and if the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States district court against the signing party and/or debtor for forfeiture of the property together with interest and costs, and execution may be issued and the property secured as provided by the Federal Rules of Criminal Procedure and any other laws of the United States of America.

By and through this agreement, I expressly waive any claim or defenses under state law, including but not limited to, Florida Homestead exemption laws, to any demand or claim of forfeiture arising under this bond.

I swear under penalty of perjury that the above information is true and agree to the conditions of this agreement.

This agreement is signed on November 8, 2016 at Altamonte Springs Florida.

By: Nancy A. Niec
Nancy A. Niec

Sworn to and subscribed before me this 8th day of November, 2016, by Nancy A. Niec, who is personally known to me or produced FLORIDA DL as identification.

Notary Public

Notary Public State of Florida
Bipinkumar G Patel
My Commission FF 049350
Expires 02/13/2020

[Additional Signatures on Following Page]

Agreement accepted.

Dated: New York, New York
November 10, 2016

PREET BHARARA
United States Attorney for the
Southern District of New York

by: [signature]
Assistant United States Attorney

Dated: New York, New York
November 14, 2016

[signature]
THE HONORABLE P. KEVIN CASTEL
UNITED STATES DISTRICT JUDGE

Exhibit A

This Warranty Deed

Made this 27th day of July A.D. 19 98
by SUSAN G. ASGARINIK A SINGLE WOMAN whose mailing address is
515 Baywood Court, Altamonte Springs, Florida 32714

hereinafter called the grantor, to
MILDRED HIRST, A SINGLE PERSON

whose post office address is:
300 INTERNATIONAL PARKWAY, SUITE 184
HEATHROW, FLORIDA

hereinafter called the grantee:
(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Documentary Tax Pd $ 1,183.00
$ — Intangible Tax Pd.
Maryanne Morse, Clerk Seminole
County By: D.C.

Witnesseth, that the grantor, for and in consideration of the sum of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in SEMINOLE County, Florida, viz:

Lot 1, WATERSEDGE, according to the plat thereof as recorded in Plat Book 47, pages 26 THROUGH 30, INCLUSIVE, Public Records of SEMINOLE County, Florida.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

OFFICIAL RECORDS BOOK 3469 PAGE 1499 SEMINOLE CO. FL.

Parcel Identification Number: 01-20-29-509-0000-0010

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 19 97

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Name: A. LYNN DAVIS — Name & Address: SUSAN G. ASGARINIK

Name: Brenda L. Johnson — Name & Address:

Name: — Name & Address:

Name: — Name & Address:

MARYANNE MORSE CLERK OF CIRCUIT COURT 238762

State of Florida
County of Seminole

The foregoing instrument was acknowledged before me this 27th day of July, 1998
by
SUSAN G. ASGARINIK A SINGLE WOMAN

who is personally known to me or who has produced DRIVERS LICENSE as identification.

SEMINOLE COUNTY, FL. RECORDED & VERIFIED 98 JUL 28 PM 3:24

A LYNN DAVIS
Notary Public
Print Name:
My Commission Expires:

Return to: Central Florida Title Company, 320 W. Sabal Palm Pl., Ste. 100, Longwood, FL 32779

L99111LD

PREPARED BY:
RECORD & RETURN TO:
CENTRAL FLORIDA TITLE COMPANY
320 WEST SABAL PALM PLACE, SUITE 100
LONGWOOD, FLORIDA 32779 File No:L99111LD
Incident to the issuance of a title Insurance contract.

WD-1 5/93

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED

263009

98 SEP 18 AM 8:02

Return to: (enclose self addressed stamped envelope)
Name: ROBERT E. MILLER, P.A.
990 Douglas Avenue, #102
Altamonte Springs, FL 32714

This Instrument Prepared By:
ROBERT E. MILLER, ESQUIRE
990 Douglas Avenue, #102
Altamonte Springs, FL 32714

Doc. Stamp Tax Pd. $ .70
$ — Intangible Tax Pd.
Maryanne Morse, Clerk Seminole County
By: D.C.

Parcel I.D. #01-20-29-509-0000-0010

3500 1219 SEMINOLE CO. FL. OFFICIAL RECORDS BOOK PAGE

THIS QUIT CLAIM DEED, Executed this 11th day of September, 1998, by MILDRED HIRST, a single person
first party, to
NANCY A. NIEC, a married woman
whose post office address is
900 Lake Front Circle, Heathrow, Florida 32746
second party:

(Wherever used herein the terms "first party" and second party" shall include singular and plural heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires)

WITNESSETH, That the said first party, for and in consideration of the sum of $10.00 (Ten and no/100) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Seminole, State of Florida, to-wit:

Lot 1, WATERSEDGE, according to the plat thereof as recorded in Plat Book 47, Pages 26 through 30, inclusive, Public Records of Seminole County, Florida.

Subject to real estate taxes for the year 1998 and subsequent years. Subject to covenants, restrictions and easements of record, if any.

To Have and to Hold, The same together with all and singular the appurtenances thereunto belonging on in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature: Robert E. Miller (signature)	Grantor Signature: Mildred Hirst (signature)
Printed Name: ROBERT E. MILLER	Printed Name: MILDRED HIRST
Witness Signature: Laura D. Latimer (signature)	Post Office Address: 300 International Pkwy.#184, Heathrow,FL
Printed Name: LAURA D LATIMER	

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of aforesaid and in the County aforesaid, to take acknowledgments, personally appeared MILDRED HIRST, who has produced a drivers license as identification and who has taken an oath, to me known to be the person described in and who executed the foregoing Quit Claim Deed and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 11th day of September, 1998.

Notary Public Signature: (signature)
Laura D. Latimer
Printed Name of Notary
My Commission Expires: 1/16/2000

LAURA D LATIMER
My Commission CC518336
Expires Jan. 16, 2000